



Guru Gobind Singh Indraprastha University

Sector 16C, Dwarka, New Delhi -110078

Phone No.-011-25302150-151

Website: <http://ipu.ac.in>

Dated: 19.06.2017

TENDER NO. 07/PUR/GGSIPU/2017-18

E-TENDER (NIT)

Registrar, Guru Gobind Singh Indraprastha University invites e-tender from reputed and eligible contractors/firms in two bid system (Technical & Financial) for the **Rate Contract for designing, printing and supply of examination answer booklets for examination branch for two years and extendable for another one year with mutual consent.** Tender document can also be downloaded from Delhi Govt. e-procurement website i.e. www.govtprocurement.delhi.gov.in. The tender document can also be viewed on University website i.e. www.ipu.ac.in.

1.	Name of work	Rate Contract for designing, printing and supply of examination answer booklets for examination branch for two years extendable for another one year with mutual consent.at Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi – 110078
2.	The EMD alongwith covering letter must be submitted as per the last date, time and venue for submission (No other documents need to be submitted in hard copy). The last date and time of uploading technical and financial bid on e-procurement website.	18.07.2017 Up to 1:00 p.m. in the office of Jt. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078
3.	Date, time and venue for opening of Technical bid	18.07.2017 at 02.30 p.m. in the office of Jt. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078
4.	EMD	Rs. 5,00,000/- (Five Lacs Only) in favour of Registrar, GGSIP University payable at New Delhi
5.	Cost of Works	Rs. 2.2 Crore (approximately)
6.	The bids shall be submitted in two stages viz.(i) <i>Technical bid</i> (ii) <i>Financial bid</i> . Detailed specification of the item(s) to be supplied is placed at Section-III Annexure-J. The Technical & Financial bid should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in (No documents need to be submitted in hard copy other than EMD).	
7.	Financial bid shall be opened after evaluation of technical bid/time notified thereafter on e-tender website www.govtprocurement.delhi.gov.in	

(REGISTRAR)



GURU GOBIND SINGH
INDRAPRASTHA
UNIVERSITY

TENDER DOCUMENT

FOR

**Rate Contract for Designing, Printing and Supply of Examination
Answer Booklets for Examination Branch**

AT

Guru Gobind Singh Indraprastha University
[A state University under Govt. of NCT of Delhi]
Sector 16 C, Dwarka, New Delhi 110 078

Jt. Registrar (Purchase)
Room No. L 010, Ground Floor, Library Block,
GGSIPIU, Sector 16C, Dwarka, New Delhi 110078
Contact Nos.011 25302149-150
Email :purchaseipu@gmail.com.

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NOTICE INVITING TENDER

Registrar, Guru Gobind Singh Indraprastha University (GGSIPU) invites e-tender (in two bid system – Part I & II) from reputed and experienced contractors/suppliers for the following stores on supply basis:

1. **Particulars of Items:** Designing, printing and supply of examination answer booklets for examination branch.
 2. **Quantity: 18 Lacs Theory Answer Booklets and 9.5 Lacs Practical Answer Booklets.**
 3. There may be increase or decrease in the projected **quantity** of Answersheets up to **20% depending** upon the actual requirement.
 4. **Earnest Money Deposit (EMD) in DD/FDR:** Rs.5 Lacs (Rupees Five Lacs Only) in the favour of Registrar, GGSIP University payable at Delhi,
 5. **Completion period: The quantity mentioned at point 2 for two years** Minimum lot printed at a time 50,000 copies supply within 30 days from the date of issue of purchase order.
 6. **Availability of Tender Document:** Tender Documents with detail terms & conditions can be downloaded from Delhi govt. e-procurement website. Tender document cost will be submitted in a separate envelop.
 7. **Qualification of the Tenderer:** To qualify for award of the work, the intending tenderer must have in its name as a supplier/prime contractor experience of having successfully completed at least three similar nature of works in government sector/ University in India during last 3 (three) years.
 8. **Validity Period of Offer:** The rates offered in Part II (Financial bid) should be valid for one hundred and twenty (120) days from the date of opening of Part I (Technical bid) of the Tender.
 9. **Receipt and opening of Tenders:** The Covering letter along with EMD should reach to this office on or before 18.07.2017 at 1:00 PM. The Technical Bid will be opened on the same day at 02.30 pm.
 10. The EMD along with covering letter must be submitted as per the last date, time and venue for submission **(No other documents need to be submitted in hard copy)**. Failing which the offer will be treated as non-responsive.
 11. GGSIPU reserve the right to accept or reject any or all the tenders wholly or partially without assigning any reason thereof.
- 11. Introduction**
- 11.1 The e-tenders are invited in two Bid System – (Technical & Financial Bid) on behalf of the Registrar, Guru Gobind Singh Indraprastha University, Sector 16C, Dwarka, Delhi – 110078 from reputed & eligible agencies for **“Designing, Printing and Supply of Examination Answer Booklets at GGSIPU Campus, Sector 16 C, Dwarka, New Delhi – 110078”**.
 - 11.2 All items must be quoted. The total order will be **“treated as a Package”** and lowest bid will be considered as an average of all items.

Section-I

INSTRUCTIONS TO BIDDERS

12. Scope

Designing, Printing and Supply of Examination Answer Booklets at GGSIPU Campus, Sector 16 C, Dwarka, New Delhi – 110078

12.1 Designing, Printing and Supply of Examination Answer Booklets **at** University Campus at Sector-16C, Dwarka, New Delhi as per requirement given in **Section-III**.

13. Definitions:

13.1 **GGSIPIU** means Guru Gobind Singh Indraprastha University, Delhi

13.2 **University** means Guru Gobind Singh Indraprastha University, Delhi

13.3 **Employer** means the Registrar, GGSIPU and his successor

13.4 **Bidder** means the Direct Manufacturer or individual, proprietary firm, partnership firm, limited company private or public or corporation who participate in this bid/tender.

13.5 **“Year”** means “Financial year” unless stated otherwise.

14. Who can apply:

14.1 If the bidder is a proprietary firm, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, Contact details etc.

14.2 If the bidder is a firm in partnership, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.

14.3 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.

14.4 **Joint Venture/ Consortiums traders are not accepted.**

15. Sealing and Marking of Bids

15.1 Technical bid must be submit on e-procurement website of each item and the respective EMD only should be submitted in the office.

15.2 The bidder shall place envelope marked as **“Earnest Money Deposit”** alongwith covering letter must be submitted in hard copy (No other documents need to be submit in hard copy) the envelop shall be addressed to Jt. Registrar (Purchase), Guru Gobind Singh Indraprastha University, Sector 16C, Dwarka, New Delhi – 110078.

15.3 The envelope containing EMD shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is declared non-responsive.

16.0 Bid Submission:

16.1 All the documents as per the **Clause-17** must be uploaded on the e-tender website.

- 16.2 The envelop named “**Earnest Money Deposit**” shall comprise of EMD amount of the tender document and the document comprise of the technical bids should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in **only** (Not to be submitted in hard copy)
- 16.3 The “**Financial Bid**” shall comprise of the price bids uploaded on e-tender website i.e. www.govtprocurement.delhi.gov.in
- 16.4 Each page of the Technical Bid, Tender Document must be signed by the authorized signatory of the bidder.
- 16.5 Conditions other than those laid down in the Tender document will not be entertained.

17.0 Eligibility Criteria for Technical Bid

All eligibility documents with EMD must also be submitted in hard copy as per the date and time mentioned above.

The formats/Annexure for the documents to be submitted, with Technical bids are placed at **Section –II (Annexure – A, A1, A2 to Annexure J):**

17.1	Letter of Transmittal	Annexure – A
	Declaration by Bidder	Annexure – A1
	Compliance to Bid Requirement	Annexure – A2
	That the bidder/ organization has not been blacklisted/debarred by any of the government/ public sector agencies in India. A declaration of fair business practice by the Bidder.	
17.2	Organizational Structure: - Legal status of the company/ organization with legal proof along with certified copies.	Annexure - B
17.3	Income Tax Registration (PAN No.),	Attach certified copies
	Service Tax Registration,	
	DVAT Registration issued by Govt. of NCT of Delhi	
	TIN Number	
	Supplier must have valid registration with DVAT department and a copy of last VAT return and photocopy of PAN card. In case, the vender is not already registered with the VAT department of GNCTD, it will be compulsory that the successful bidder will be mandatory required to get registered with the VAT department GNCT Delhi as soon as the firm receives the supply/purchase order and inform the same to the university. The indenting bidder shall be required to furnish an undertaking in the performa as per <u>Annexure-J</u> (as per tender document) which binds the bidder to mandatory to registered with Delhi VAT department and provide TIN. On getting the supply/purchase order the bidder is bound for delivery of goods from Delhi against a sale invoice issued from Delhi office.	Annexure I
17.4	Average financial turnover of Rs.5 Crore (Rupees Five Crore) during the immediate last three consecutive financial years, duly audited, signed & stamped by a Chartered Accountant.	Annexure C
	The bidder should not have incurred losses in more than two years in the last 3 consecutive financial years, duly certified by Chartered Accountant, along with copies of audited profit and loss account of last three years	
17.5	Firm should have executed atleast one of the following in the last three years: One single order of similar work of Designing, Printing and Supply of Examination Answer Booklet having value of Rs.80 Lacs OR Two similar work of Designing, Printing and Supply of Examination Answer Booklet having value of Rs.60 Lacs each OR Three similar work of Designing, Printing and Supply of Examination Answer Booklet having value of Rs.40 Lacs each	Annexure D
17.6	The bidder will have to furnish the information regarding the Client Satisfaction Report/Performance Report of the works of all works of similar nature mentioned in the clause 17.5 , completed during the last five years ending last day of the month of March 2017.	Annexure – E

17.7	The bidder should have a solvency of Rs.50 Lakhs , certified by his bankers in the favour of Registrar, GGSIP University for this tender only.	Annexure – F
17.8	User list with supply/purchase order of the similar field in the Govt./ reputed organization	Upload copy of proof
17.9	Ownership of Printing & Manufacturing unit (Registration with Ministry/Department of Industries)	Upload attested copies of the original documents
17.10	All items of the Tender must be quoted by the Manufacturer, individual, proprietary firm, partnership firm, limited company private or public or corporation. Incomplete quote shall be summarily rejected.	Upload attested copies of the original documents
17.11	Sample answersheets must be submitted with the EMD by the bidder	

18. Evaluation Criteria:

18.1 The “**Technical Eligibility Criteria**” prescribed in para 17.0 to 17.11 above in respect of experience in similar class of works Completed, Financial Turnover, Solvency, Profitability and Valid Registration will first be scrutinized and bidder eligibility for the work be determined.

18.2 Technical Bid Evaluation:

18.2.1 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:

18.2.1.1 Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

18.2.1.2 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

18.3 Opening of Financial Bid and Evaluation:

After the Technical Evaluation of the Bids, the University will open the ‘**Financial Bids**’ of all the bidders who have qualified in the **Technical Eligibility Criteria as per Clause 17**, at notified time, date and place in the presence of the qualified bidders or their representatives, if any. **The lowest financial bidder shall only be considered for award of work.**

19. Earnest Money Deposit:

19.1 The Earnest Money Deposit (EMD) of **Rs.5 Lakhs (Rupees Five Lakhs only)** must be attached. The Earnest money shall be accepted with a minimum validity of 6 months in the following forms and shall be in favour of “Registrar, GGSIPU”, payable at Delhi:-

- i. Demand draft / Bankers cheque
- ii. Fixed deposit receipt (FDR)

19.2 Tenders with no earnest money deposit will summarily be rejected. In case of successful bidder of the financial bids, the earnest money will be returned after obtaining the required 10% Performance Security in the form of FDR alongwith the agreement on non-judiciary stamp paper of Rs.100/-.

19.3 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.

20. Financial Bid:

20.1 The bidder shall quote unit item rates in Indian rupees (INR), both in words and figures in the Schedule quantities only. No alterations in the form of tender, in the schedule of quantities or additions etc. shall be

permitted. In case of difference between the rates of items written in figures and in words, the rates of items written in words shall be taken as correct. No changes in unit rates shall be allowed. The rates quoted in schedule of quantity are for finished and completed items and no extra amount for carting or transporting material, labour etc. shall be paid unless specifically so mentioned or provided for in tender. The rates should be inclusive of all loads and lifts for all materials in the completed items and also include all, duties, royalties etc. including Work Contract Tax, labour cess, ESI, EPF etc. as applicable. No extra payment on this account will be made. The rates should be quoted exclusive of taxes. The taxes will be extra as applicable from time to time.

- 20.2 The Work Contract Tax/Turnover Tax/Income Tax or any other tax deductible at source shall be deducted at source at the rate that will be in force from time to time.
- 20.3 Terms of price shall be in Indian rupees (INR) inclusive of duties, packing, forwarding, transportation, supply and stacking at University Campus at Sector 16 C, Dwarka, for all items along with applicable taxes and levies.
- 20.4 The rates will be valid for **24 months** from the date of issue of acceptance letter.
- 20.5 The contract will be for two years and can be extended upto three years subject to the satisfactory performance.

21. General:

- 21.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a “Nil” or “**No Such Case**” entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as “not applicable”. **The bidders are cautioned that Supply for incomplete information called for in the application forms or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.**
- 21.2 The bid document should be legibly **written and serially numbered with proper tagging and binding**. The bidder should sign each page of the bid.
- 21.3 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 21.4 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization with name & designation.
- 21.5 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- 21.6 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any work in GGSIPU. In such case contract/agreement will be closed forthwith and the EMD/ performance security shall stand forfeited to University absolutely.
- 21.7 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and binding.

- 21.8 The bidder will have to enter into regular agreement **within 10 days** from the receipt of acceptance of the tender and shall abide by all the rules and regulations embodied therein.
- 21.9 Income tax, Works Contract Tax and any other tax at the rates in force during the progress of contract that will be in force from time to time shall be recovered / deducted from the released payment amount.
- 21.10 Sales Tax, purchase Tax, turnover tax or any other tax on material applicable during the currency of this contract shall be payable by the contractor and University will not entertain any claim whatsoever in respect of the same.
- 21.11 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the University shall be communicated in writing to the Registrar.
- 21.12 The contractor shall furnish a list of University employees related to him, if any.
- 21.13 If the bidder shall obtain a contract with GGSIPU as a result of wrong tendering or other non-bonafide methods of competitive tendering, the University reserves the right to terminate the contract without any liability to the contractor. In such instance the performance security shall stand forfeited to University absolutely.
- 21.14 Without prejudice to any of the rights or remedies under this contract if the contractor dies, the University shall have the option of terminating the contract without compensation to the legal heir of the contractor.
- 21.15 Escalation: Increase in rates of material / Labour shall not be payable on any account. Price quoted shall be firm and no escalation will be allowed on any account.
- 21.16 The successful bidder will have to sign an agreement within stipulated time period as mentioned in the letter of intent. The necessary fees, stamp paper, etc. required for completing the agreement have to be borne by the bidder.
- 21.17 Scope of Works
Designing, Printing and Supply of Examination Answer Booklets
- 21.18 Specification for Work, Quality and Workmanship
The procurement of various materials shall be either from the manufacturers or their main authorized dealers to ensure that no duplicate/spurious makes are used in the works. The entire work shall be warranted for a period of one year against defective material and poor workmanship with liability of replacement to the satisfaction of the University.
- 21.19 Safety and Security
Safety and Security of workers/staff, material, equipments, etc. will be the responsibility of the contractor. The university will not be held responsible on this account
- 21.20 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:
(a) Amend the scope and value of contract to the bidder.
(b) Reject any or all the applications without assigning any reason.
- 21.21 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing to any kind is prohibited.
- 21.22 There may be increase or decrease in the projected quantity of Answersheets up to 20% depending upon the actual requirement.
- 21.23 Rates should be quoted exclusive of all taxes in Indian Rupees. The taxes will be extra as applicable from time to time. The rates quoted should be excluding of all taxes but should be inclusive of labor, conveyance, insurance etc. to supply up to Store Department of GGSIP University, Dwarka, New Delhi. The taxes should be indicated separately.
- 21.24 In case of GSM the Indian standards plane copier specifications (BIS Norms) will be considered where ever applicable.

22. Final decision making authority

The University reserves the right to accept or reject any bid and to annul the process and reject any or all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the university to the bidder (s).

23. Rejection of the tender.

1. The bid without bid security (EMD) will summarily be rejected.
2. The bid without the documents required as mentioned in the technical bid are likely to be rejected.
3. Late tender(s) will not be accepted.
4. There should not be two prices for the same item, which will summarily be rejected.
5. No separate covers other than the consolidated sealed cover for tender will be accepted.
6. Conditional bids will summarily be rejected.

24. Particulars provisions

- 24.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.
- 24.2 The University has the power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.
- 24.3 Variation in the quantity of work order will be up to 30% from the proposed quantity and must be acceptable to the bidder for a period of one year from the date of acceptance of the work order.

25. Amendment of tender document:

- 25.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addenda.
- 25.2 Any addendum thus issued shall be a part of the tender document and shall be uploaded on the University website (www.ipu.ac.in). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

26. Validity of Tender:

One hundred and Eighty days from the date of opening of tender. During this period no bidder shall be allowed to withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained on this regard.

27. Performance Guarantee:

- 27.1 The Performance Guarantee of 10% of the total tendered value will be deposited by the tenderer within the 10 days after the letter of intent. The Performance Guarantee shall be accepted in the following form and shall be in favour of “**Registrar, GGSIPU**”, payable at Delhi with a validity of months as under:-
- i. Fixed deposit receipt (FDR) of a nationalized bank (30 months validity)
 - ii. Bank Guarantee (As per **Annexure-H**) (30 months validity)
- 27.2 The Performance Guarantee will be refunded without any interest after the successful completion of the work as per the agreement.
- 27.3 In case of non submission of Performance Guarantee within specified time, the earnest money will be forfeited and the University may consider to black list/debarred the contractor.
- 27.4 In case a fixed deposit receipt/ Bank Guarantee of any bank are furnished by the contractor to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said

instrument. The loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the University to make good the deficit.

28. Duration

The items covered under this tender are required to be delivered at University Campus at Examination Division, "A" Wing, First Floor, Administrative Block, Sector 16C, Dwarka, New Delhi in working days 10 a.m. to 4.00 p.m. prior intimation to office of Examination Branch within **30 days**, as specified in delivery schedule submitted by bidder. The Supply is to commence 45th day after the issue of letter of Intent. The 30 days will start after 10 days from date of Issue of Letter of Intent by the University.

29. Payment Terms

Payment for Goods and Services shall be made by University in Indian Rupees as follows:

- 29.1 Payment will be made for respective batches / lots as specified in the delivery schedule
- 29.2 The payment will be made on delivery and receipt of the invoice against thereof for each batch / lot.
- 29.3 100% payment after satisfactory receipt of material and complete Supply as per the purchase order.
- 29.4 Each invoice should be submitted in duplicate clearly specifying contract No. goods description, quantity, unit price, total amount etc.
- 29.5 No advance payment will be made under any circumstances.

30.0 Services after Delivery

In case the rectification of defects is not carried out within 03 days and replacement of defective items are not provided, a penalty of sum equivalent to 5% per week of the delivered price of that defective supply shall be levied. This penalty is applicable upto a maximum of 4 weeks (maximum 20%). Subsequently, the rectification shall be carried out by the University at the risk and cost of the contractor. The cost of repairs along with the penalty of 100% shall be recovered from the payment with held with University and the balance amount if any, will be paid to the contractor after completion of warranty obligations.

31.0 Packing and Marking

- 31.1 All packing should be strong enough to withstand weather conditions as well as rough handling during loading/ unloading and transporting, as per instruction of the University.
- 31.2 All protection and threaded fittings shall be suitably protected and covers shall block the openings.

32.0 Substitution and Wrong Supplies

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the contractor at contractor's cost and risk.

33.0 Insurance, Freight and Deliveries

- 33.1 The contractor shall make all arrangements towards safe and complete delivery at the designated locations indicated by University in the Purchase Order. Such responsibility on part of the contractor will include taking care of insurance, freight, state level permits etc. as applicable.
- 34.2 The contractor will keep University informed about changes, if any, in various stages of deliveries.

35.0 Arbitration and Settlement of Disputes:

- 35.1 University and the contractor shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.

- 35.2 If after thirty (30) days from the commencement of such informal negotiations, University and the contractor have been unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:
- 35.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University.
- 35.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the contractor is specifically directed by University to desist from working in this behalf.
- 35.2.3 The venue of arbitration shall be Delhi/ New Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only
- 35.2.4 It is also a term of that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

36 LIQUIDATED DAMAGES

If the bidder fails to supply any or all of the goods within the period specified in the Purchase Order, University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price of the delayed goods weekly or part thereof of delay until actual delivery.. The penalties will be maximum of 10% of the contract amount / awarded value. In case of extraordinary delay or beyond 30 days of stipulated delivery period, University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/encash the submitted Performance Guarantee and blacklist/debarred the defaulting firm.

37 SPECIAL CONDITION

Vendor has to supply the Answer Booklets sheets as per specifications and strictly in accordance with the terms and conditions of the tender failing which G.G.S.I.P. University without prejudice to any other right or remedy available may recover any such amount suffered as loss from the vendor as ascertained/assessed by Registrar, GGSIPU as liquidated damages and not by way of penalty to be imposed separately at the rate of 1 % per week of delay in supply subject to a maximum of 10% of the contract value. If any loss or delay has been caused due to any reasons beyond the control of any of the parties (Force Majeure), the Registrar, G.G.S.I.P. University shall have the sole discretion to waive off such loss or penalty as he deems fit provided further that the Vendor shall explain in writing the reasons which caused such delay or loss within ten days from the date of delay or occurrence of such loss.

- 37.1. The firm shall ensure secrecy and safety of data design of Answer Booklets sheets used by G.G.S.I.P. University or any information supplied to the firm by the G.G.S.I.P. University for the printing of Answer Booklets Sheets. Any deviation /leakage will warrant forfeiture of Performance Security and criminal proceedings in court of Law.
- 37.1. The firm shall print the Answer Booklets sheets and other related material as per the format of G.G.S.I.P. University and will ensure that the Paper shall be as per specifications such that candidates can fill up the same without damage and shall not get damaged during storage & in transit.
- 37.1. The firm shall ensure supply of high quality sheets as per specifications/ sample Answer Booklets sheets within prescribed time limits mentioned in the supply order. The firm shall also ensure all quality checks to ensure compliance and 100% defect free sheets. Defective sheets including Answer Booklets sheets with duplicate or wrong Litho code Number and without Litho code Number shall not be acceptable under any circumstances and penalty to the extent of 100% of the value of the order placed may be levied for default.

In that case, the firm would also be required to replace the entire lot of Answer Booklets sheets at its own cost and risk immediately.

- 37.1. The safety, accuracy and security of the Answer Booklets sheets while printing and during transit, at the time of making delivery shall be the responsibility of the vendor. The firm will be required to furnish declaration to this effect to the G.G.S.I.P. University. For any lapse in security, inaccuracy or mishandling/misuse of sheets, penalty equal to 100% of the order value payable to the firm will be imposed and contract will be terminated entailing forfeiture of Performance Security, in addition to any other action as deemed fit by the Registrar, G.G.S.I.P. University.
- 37.1. The G.G.S.I.P. University, reserves the right to revise or alter the specifications of the Answer Booklets sheets before the acceptance of any tender.
- 37.1. Hypothetical and conditional quotations will not be entertained.

38. Force Majeure

For purpose of this Clause, “**Force Majeure**” means an event beyond the control of the contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the University either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

If a Force Majeure situation arises, the contractor shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

SECTION II
INFORMATION REGARDING TECHNICAL
ELIGIBILITY
(Annexure A to I)

LETTER OF TRANSMITTAL

From:

To

The Registrar
GGS IPU
Sector 16C, Dwarka,
Delhi

Sub: Submission of Tender Document for Designing, Printing and Supply of Examination Answer Booklets at GGSIPU Campus, Sector 16C, Dwarka, New Delhi”.

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information:-

1. I/we hereby certify that all the statement made and information supplied in the enclosed annexures / forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to Supply Examination Stationary.
3. I/we submit the requisite certified solvency certificate and authorize the Registrar, GGSIPU to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the GGSIPU to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of Bidder(s) with seal

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document (which in two parts) in Part-I (Commercial Section & Technical Section) and Part-II (Schedule of Quantities) and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

- A. We are submitting a copy of Bidding Document marked “Original” as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in Price Bid in separately sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

Note : This declaration should be signed by the Bidder’s representative who is signing the bid.

COMPLIANCE TO BID REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by GGSIPU.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

ORGANISATION STRUCTURE

1. Name & Address of the Bidder :
2. Telephone No./Fax No./ e-mail :
3. Legal status of the Bidder (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
 - e) A Public Sector Undertaking
4. Particulars of registration with various Government Bodies (Attach attested Photo Copy)

Organization /Place of registration	Registration No
-------------------------------------	-----------------
5. PAN No. -----
6. Names and Titles of Directors & Officers with designation to be concerned with this work. :
7. Name & Designation of individuals authorized to act for the organization :
(Pl attach power of attorney in favour of authorized representative duly signed by authorized signatory)
8. Was the Bidder ever required to suspend work for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work. :
9. Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment. :
10. Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details. :
11. Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details. :
13. Any other information considered necessary but not included above. :

(Stamp, Name & Signature of Bidder)

DETAILS OF ANNUAL TURNOVER

A. FINANCIAL DETAILS

Financial Years	Gross Annual Turnover on Printing (In Lakhs)	Profit/Loss (In Lakhs)
2014-15		
2015-16		
2016-17		

B. Audited balance sheet and profit & loss account for above three years certified by the chartered accountant to be submitted.

(Stamp, Name & Signature of Bidder)

Annexure - D
DETAILS OF SIMILAR WORKS COMPLETED DURING LAST 05 (FIVE) YEARS

Sl. No.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT WITH CONTACT NUMBERS	CONTRACT VALUE	COMPLETD VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETIN DATE	REASONS FOR DELAY, IF, ANY

NOTE: Performance Report issued by Client for all above job(s) shall be furnished alongwith the Bid as per Annexure - E.

(Stamp & Signature of Bidder)

PERFORMANCE REPORT OF WORKS REFERRED IN ANNEXURE - D

1. Name of work/ Project & Location :
2. Name of Client and Address with
Contact details :
3. Agreement No./ Work Order No. :
4. Value of work as per
work order/Award : Rs.
5. Total value of actual work done : Rs.
6. Estimated Cost of award : Rs
7. Date of start :
8. Date of completion
 - i) Stipulated date of completion :
 - ii) Actual date of completion :
9. Amount of compensation levied for delayed completion, if any : Rs.
10. Amount of reduced rates item if any : Rs
11. Amount of compensation not yet decided :
12. Performance Report
 - 1) Quality of work Excellent/Very Good/Good/Fair/Poor
 - 2) Financial soundness Excellent/Very Good/Good/Fair/Poor
 - 3) Technical Proficiency Excellent/Very Good/Good/Fair/Poor
 - 4) Resourcefulness Excellent/Very Good/Good/Fair/Poor
 - 5) General behaviour Excellent/Very Good/Good/Fair/Poor

(Signature & Stamp of Director/Registrar/Admin. Officer/Ex. Engineer or Equivalent)

Dated :

Note :

1. This Annexure should be submitted separately for each work completed by the Bidder during last 05 (five) years and the works indicated in **Annexure D**.
2. This ANNEXURE shall be signed & stamped by the Bidder's Client not below the rank of Executive Engineer or equivalent.
3. The Name, Address, Contact details (Mobile, Fax, Email, and Landline Phones) of Client should be indicated to facilitate confirmation of work.

Solvency Certificate from Bankers of the company in the following form:
FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE

- (1) Bankers certificate should be on letter head of the Bank, sealed in cover addressed to tendering authority,
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal

DECLARATION FOR FAIR BUSINESS BY THE BIDDER

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate)

This is to certify that We, M/s _____ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understood that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be fortified and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment in last three years.
- viii) We have not been blacklisted/debarred by any of the Government/Public Sector Agency in last three years.

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document

UNDERTAKING

I _____ S/o _____
_____ prop. M/s. _____ R/O _____
_____ having business at _____

_____ hereby indemnifies the university and undertakes that in case of receipt of purchase/supply order by M/s. _____ undersigned shall be bound to get regd. with VAT department, GNCT of Delhi and provide the TIN to the University. I further undertake to raise the bills and fulfill the supply/purchase order form my Delhi office. I understand that non compliance of these mandatory conditions entails non release of any payment against bills raised and also these will be no interest liability on the part of university on related payment.

Besides, non acceptance of the supply/ purchase order entails forfeiture of EMD without further notice.

Name & Signature
(prop/ Authorized signatory)

Address:- _____

Telephone No. _____ Tel. No. (M) _____

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with each copy of the "Un-priced bid (Part – I)"**.

Please tick the box and ensure compliance:

- 1 EMD
- 2 Bid Forwarding Letter
- 3 Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value.
- 4 Partnership Deed in case of partnership firm and Article of Association in case of limited company.
- 5 Compliance to Bid Requirement
- 6 Declaration by the bidder
- 7 All pages of the bid have been page numbered in sequential manner.
- 8 Annexure(s) – A to I
- 9 Valid VAT, Service Tax, Excise Registration
- 10 TIN Number

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

**Form of Performance Guarantee
Bank Guarantee Bond**

1. In consideration of the GGSIPU (hereinafter called “The University”) having offered to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called “the said Contractor(s)”) for the work ----- (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.----- -- (Rupees ----- only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, ------(indicate the name of the Bank) ----- (hereinafter referred as “the Bank”) hereby undertake to pay to the University an amount not exceeding Rs.----- (Rupees ----- only) on demand by the University.

2. We, ------(indicate the name of the Bank) ----- do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only).
3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, ------(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-Charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ------(indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ------(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- --- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)

SECTION III

Annexure – J

TECHNICAL SPECIFICATIONS

S. No	SPECIFICATIONS FOR THE PRINTING OF EXAMINATION STATIONERY	QTY (lacs) (Duration 2 Years)	EMD (Rs.)
1	Theory Answer Sheet: 28cmsx21 cms, pages:48 lining pages and border on upper and left side of the page, the upper left corner near the border having the perforation "IPU", paper 75gsm sunshine/snow white of JK/Century/BILT make, Stitched with fine thread along with OMR (Three fold OMR sheet for the answer booklet: Serial & or bar-coded, Two Colour, 105 GSM, Paper: mapletho, OMR Scanable) having glued folding flap black coloured from inner side.	18.00	Rs. 5,00,000/-
2.	Practical Answer Sheet: Size: 28cms x 21cms, pages:16 lining pages and border on upper and left side of the page, the upper left corner near the border having the perforation "IPU", paper: 75gsm sunshine/snow white of JK/Century/ BILT make, Stitched with fine thread.	09.50	

Note; There may be increase or decrease in the projected **quantity** of Answer sheets up to 20% depending upon the actual requirement.

NECESSARY SPECIFICATIONS:

1.	Quality	Blemish free/dust free good quality paper
2.	ACCURACY	The timing tracts & registration points to be 100% accurate, as provided in the sample sheet attached on the OMR.
3.	Type & Printing	Two Colour printing
4.	Colour	The printing should be "Drop Out" colour
5.	Bar Code/ Litho Code	100% accurate Litho Code/ Bar Code printing without any Duplication
6.	Packing	Each bundle to be packed in batches of 100 sheets
7.	Sample sheets	100 sheets printed with Litho Code/ Bar code to pass through the OMR successfully.
8.	Security Logo	The word "G.G.S.I.P. University" shall be printed as Security Logo in the background of the sheets. It shall not cause any hindrance in read reading/processing of Answer Booklets sheets.

Note: Minimum lot size of 50,000 copies printed in various colour approved by the University Exam Division

Name and signature of the authorized signatory of the firm with seal of firm

SECTION IV**SCHEDULE OF QUANTITIES
FINANCIAL BID**

Financial bid in respect of Designing, Printing and Supply of Examination Answer Booklets at GGSIPU Campus, Sector 16 C, Dwarka, New Delhi – 110078

S. No	SPECIFICATIONS FOR THE PRINTING OF EXAMINATION STATIONERY	QTY (in lacs)	Rates per 1000 sheet (in figures)	Rates per 1000 sheet (in words)	Total Amount
1	<u>Theory Answer Sheet:</u> 28cmsx21 cms, pages: 48 lining pages and border on upper and left side of the page, the upper left corner near the border having the perforation "IPU", paper 75gsm sunshine/snow white of JK/Century/BILT make, Stitched with fine thread along with OMR (Three fold OMR sheet for the answer booklet: Serial & or bar-coded, Two Colour, 105 GSM, Paper: mapletho, OMR Scannable) having glued folding flap black coloured from inner side.	18.00			
2	<u>Practical Answer Sheet:</u> Size: 28cms x 21cms, pages:16 lining pages and border on upper and left side of the page, the upper left corner near the border having the perforation "IPU", paper: 75gsm sunshine/snow white of JK/Century/ BILT make, Stitched with fine thread.	09.50			
Total Amount in (Rs.) exclusive all taxes					

Note-1: There may be increase or decrease in the projected quantity of answer sheets up to 20% depending upon the actual requirement.

Note-2: Taxes will be extra as applicable from time to time.

(SEAL, SIGNATURE & NAME OF THE BIDDER)